

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
READING DIVISION**

<b>In re:</b> <b>Geraldo Parra,</b> <b>Debtor.</b> <b>Bank of America, N.A.,</b> <b>Movant.</b>  <b>v.</b> <b>Geraldo Parra,</b> <b>Debtor/Respondent.</b> <b>Scott F. Waterman, Esquire,</b> <b>Trustee/Respondent.</b>	<b>Bankruptcy No. 19-11081-pmm</b>  <b>Chapter 13</b>
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**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY**

Secured Creditor, Bank of America, N.A, and Geraldo Parra, (“Debtor”), by and through their respective attorneys, hereby stipulate as follows:

**I. BACKGROUND:**

1. On June 30, 2008, Geraldo Parra, (“Debtor”) executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$168,667.00.
2. The Mortgage was recorded on July 2, 2008 with the Lehigh County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Philadelphia County commonly known as 1140 North 18<sup>th</sup> Street, Allentown, Pennsylvania 18104 (the “Property”).
4. On February 10, 2022, Secured Creditor filed a Motion for Relief from Stay due to a post-petition default of Debtor. Debtor has since brought the post-petition obligation to Secured Creditor current through the month of March 1, 2022.
5. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,336.94, per month shall become due under the Note and

Mortgage on the 1<sup>st</sup> day of each successive month, beginning April 01, 2022, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.

6. Bank of America, N.A and Debtor desire to resolve this matter in accordance with the set forth terms below:

## **II. STIPULATION FOR RELIEF FROM STAY**

1. Debtor confirms and acknowledges the obligations to Bank of America, N.A under the Note and Mortgage.
2. Debtor further agrees to continue to make the regular post-petition payment of principal and interest in the amount of \$1,336.94, (Debtor's acknowledges that the monthly payment is subject to change) which shall become due on the 1<sup>st</sup> day of each month beginning on April 01, 2022, until the obligation to Bank of America, N.A, its successors and/or assignees under the Note is paid in full. All payments shall to be made to the following address: Carrington Mortgage Services, LLC, P.O. Box 3730, Anaheim, CA 92806.
3. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearage, Bank of America, N.A will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Bank of America, N.A may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
4. In the event the Debtor should default on the obligations under this Stipulation by failing to make the payments as set forth above in paragraph 2, on or before the dates on which

they are due, then Bank of America, N.A, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then, Bank of America, N.A may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Bank of America, N.A or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.

5. Additionally, Debtor agrees that no more than two (2) defaults are permitted from the date of the Stipulation. Debtor agrees that if defaults occur under the terms of this Stipulation more than two (2) times, then, without any further notice, Bank of America, N.A, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Bank of America, N.A, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
6. Neither Bank of America, N.A's consent to this Stipulation nor Bank of America, N.A's acceptance of any payments tendered by Debtor shall be construed as a waiver of Bank of America, N.A's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Bank of America, N.A agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
7. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are

permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.

8. Debtor hereby certifies and confirms that has reviewed the terms of the Stipulation with Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation.

IT IS HEREBY STIPULATED:

By: /s/ Charles G. Wohlrab Date: April 13, 2022

Charles G. Wohlrab  
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PA I.D 314532  
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*Attorney for Movant*

By: /s/ Charles Laputka Date: April 7, 2022

Charles Laputka  
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*Attorney for Debtor*

By: /s/ 

Scott F. Waterman  
Chapter 13 Trustee  
2901 St. Lawrence Ave.  
Suite 100  
Reading, PA 19606  
Telephone: (610) 779-1313  
*Chapter 13 Trustee*

Date: 4-11-22

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**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2022, upon consideration of the foregoing Stipulation Resolving Motion for Relief from Stay, it is hereby ORDERED that the Stipulation is approved.

\_\_\_\_\_  
Chief Judge Patricia M. Mayer

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**CERTIFICATE OF SERVICE**

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on April 14, 2022, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

Charles Laputka  
Laputka Law Office  
1344 W. Hamilton St.  
Allentown, PA 18102

Geraldo Parra  
1140 N 18th Street  
Allentown, PA 18104

Scott F. Waterman  
Chapter 13 Trustee  
2901 St. Lawrence Ave.  
Suite 100  
Reading, PA 19606

United States Trustee  
Office of the U.S. Trustee  
200 Chestnut Street, Suite 502  
Philadelphia, PA 19106

By: /s/ Charles G. Wohlrab  
Charles G. Wohlrab  
Email: cwohlrb@rascrane.com